

## **Attachment 5.A.9**

**Service Name:** Computer Operations and Programming Services

**Schedule No:** TC-09-058

**Manual No.:** 09.05

**General Administrative Services Agreement**

**between Pacific Bell and Pacific Bell Communications**

Page 1 of 3

I. **Commencement Date:** April 1, 1996

1997

**Duration of Schedule:** Initial term of one (1) year and shall continue thereafter until terminated as provided herein.

**Termination:** The canceling party shall provide sixty (60) days prior written notice to other party.

II. **Description:**

Pacific Bell shall plan, develop, test, implement and maintain data bases/application systems, as well as provide computer operation functions in support computer operations and programming for Joint Marketing.

This includes the necessary systems support to enable pre-sales, ordering and provisioning business processes necessary to implement Joint Marketing's services outlined in the Joint Marketing Services agreement.

Per the 1996 Telecommunications Act, this service is put in place for the sole purpose of supporting the Joint Marketing effort between Pacific Bell Communications and Pacific Bell.

III. **Prices:**

**Allocator:** All project codes that represent services performed that benefit both Pacific Bell and Pacific Bell Communications will be tracked via PTA codes and allocated based on the appropriate allocator for the project.

**Direct Expenses:** All costs spent performing the functions that represent services performed that benefit solely the client will be tracked via PTA codes and billed as a direct expense. In addition, the following expenses are 100% billable. These direct expenses shall include but not be limited to travel expense, meals, lodging, vendor and other applicable costs.

**Investment Intensive:** yes

**Service Name:** Computer Operations and Programming Services

**Schedule No:** TC-09-058

**Manual No.:** 09.05

**General Administrative Services Agreement**

**between Pacific Bell and Pacific Bell Communications**

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**IV. Ordering/Performance Criteria:**

**Ordering:** The Service is provided on continuous basis. The client shall request specific services in writing or by a telephone request. Telephone requests shall be followed by written confirmation within one week. Pacific Bell will confirm or deny the request via telephone or in writing within one week of receiving the initial request.

**V. Special Terms and Conditions:**

Pacific Bell (service provider) shall provide Pacific Bell Communications (PBC) the following monthly Affiliate Transaction (Transfer Pricing) accrual reports for all Joint Marketing Services described in this Schedule:

**1. Transfer Pricing Detail Report by:**

- ARC
- Pacific Bell employee name
- Consultant's name

**2. Tracking Code Report by Hours**

These reports shall be due to PBC by the 20th working day of each month by the service provider. A monthly meeting will be scheduled by PBC to review these reports within 7 working days of receipt. A Pacific Bell Subject Matter Expert (SME) will be assigned to review these reports with PBC.

**VI. This Schedule No. TC-09-058 incorporates by reference the provisions of the General Administrative Services Agreement between the parties hereto referenced above.**

**Service Name:** Computer Operations and Programming Services

**Schedule No:** TC-09-058

**Manual No.:** 09.05

**General Administrative Services Agreement**

**between Pacific Bell and Pacific Bell Communications**

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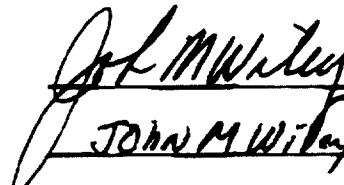
**PACIFIC BELL**

**Approved By:**

**Print Name:**

**Title:**

**Date:**

  
JOHN M. WILLEY  
Director  
8-14-97


**PACIFIC BELL COMMUNICATIONS**

**Approved By:**

**Print Name:**

**Title:**

**Date:**


  
JEFF IRONFIELD  
DIRECTOR  
10/13/97

**Approved By:**

**Print Name:**

**Title:**

**Date:**

  
M. F. Ashby  
VP and CFO  
8/19/97



## **Attachment 5.A.10**

**Service Name:** Data Center Operations, Systems Support & Planning Services

**Schedule No:** TC-09-053

**Manual No.:** 09.36

**General Administrative Services Agreement**  
**between Pacific Bell and Pacific Bell Communications**

**Date Prepared:** 1/9/97

*Page 1 of 2*

- I. **Commencement Date:** February 1, 1997  
**Duration of Schedule:** Initial term of one (1) year and shall continue thereafter until terminated as provided herein.  
**Termination:** The canceling party shall provide sixty (60) days prior written notice to other party.
- II. **Description:** Pacific Bell shall provide Data Center planning, Data Center Operations and Data Center Systems Support - defined as a bundled set of services, introduced via the work entry process, including all of the following components:
- Data Center Computer Equipment Capacity Planning, System Planning, Configuration Management and Consultation
  - Data Center Computer Equipment Asset Acquisition and Asset Management
  - Data Center Disaster Recovery Planning and Consultation
  - Data Center Implementation Coordination
  - Data Center Availability Management and Data Center Operations Process Support
  - Data Center Facilities Support
  - Data Center Input/Output (tape and other media) Management
  - Data Center Systems Operations
  - Data Center Batch Application Operations
  - Data Center Systems Administration
  - Data Center Operations Database Administration
- III. **Prices:**
- Allocator:** The allocator will be a preallocation based on computer system platform (i.e., MVS, UNIX, NT, etc.) resource units. Resource units include number of host servers, central processing unit size, program and data storage capacity and amount of tape or other media processing.
- Direct Expenses:** Work performed exclusively for the contracting party will be identified and billed at 100% of the total cost. These charges include salary costs, wages and other applicable costs.

**Service Name:** Data Center Operations, Systems Support & Planning Services

**Schedule No:** TC-09-053

**Manual No.:** 09.36

**General Administrative Services Agreement**  
**between Pacific Bell and Pacific Bell Communications**

**Date Prepared:** 1/9/97

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**Investment Intensive:** The investment related to this service will be captured via the costs actually spent and preallocated as previously described.

**IV. Ordering/Performance Criteria:**

**Ordering:** The Service is provided upon request. The client company shall request specific services in writing via correspondence, electronic mail, facsimile or by telephone request. Pacific Bell will confirm or deny the request via telephone or in writing within one week of receiving the initial request.

**V. Special Terms and Conditions:**

N/A

**VI.** This Schedule No. TC-09-053 incorporates by reference the provisions of the General Administrative Services Agreement between the parties hereto referenced above.

**PACIFIC BELL**

**Approved By:** *R. J. Munson*

**Print Name:** Robert J. Munson

**Title:** Director

**Date:** 1-9-97

**PACIFIC BELL COMMUNICATIONS**

**Approved By:** *Brian Howard*

**Print Name:** Brian Howard

**Title:** Director

**Date:** 1/15/97





## **Attachment 5.A.11**

Service Name: Human Resources Consultant Services  
Schedule No. TC-08-046  
Manual No. 08.03  
General Administrative Services Agreement  
between Pacific Bell and Pacific Bell Communications  
Page 1 of 2

2/29/96

I. Commencement Date: January 16, 1996

Duration of Schedule: Initial term of six (6) months.

Termination: The cancelling party shall provide 30 days prior written notice to other party

II. Description:

Human Resources Consultant Services provided to client may include the following:

- Descriptions of Human Resources processes used in the Pacific Bell organization
- Development of presentations on behalf on the client company
- Presentation of information regarding Human Resources to employees of the client company or to their customers
- Preparation of proposals including:
  - general description of service
  - pricing information
  - schedules for development
  - schedules for implementation

III. Prices:

Pre-Allocator - None

Allocator - An hourly rate shall be used to allocate the primary expenses.

Direct Expenses - Expense associated with special projects requested by the client company.

Service Name: Human Resources Consultant Services  
Schedule No. TC-08-046  
Manual No. 08.03  
General Administrative Services Agreement  
between Pacific Bell and Pacific Bell Communications  
Page 2 of 2

2/29/96

IV. Ordering/Performance Criteria:

- Ordering - Service is provided upon written request.  
The client company will initiate written requests specifying the desired service. The service provider will review the request and determine if the request can be satisfied and any resources required to provide the service.
- Performance - The performance criteria for the end product will be the result of negotiations between the client company and the service provider on a case-by-case basis.

V. Special Terms and Conditions:

Outside vender costs incurred solely for the purpose of client requests will be billed directly to that client.

- VI. This Schedule No. TC-08-046 incorporates by reference the provisions of the General Administrative Services Agreement between the parties hereto referenced above.

PACIFIC BELL

Approved By: Marilyn C. Lopez  
Print Name: Marilyn C. Lopez  
Title: Manager  
Date: 2/29/96

PACIFIC BELL COMMUNICATIONS

Approved By: Susan L. Wetzel  
Print Name: SUSAN L. WETZEL  
Title: HR DIRECTOR  
Date: 3/4/96



## **Attachment 5.A.12**

**Service Name:** Standard Desktop Consulting Services

**Schedule No:** TC-09-055

**Manual No.:** 09.32

**General Administrative Services Agreement**  
**between Pacific Bell and Pacific Bell Communications**

**Date Prepared:** 1/09/97

*Page 1 of 2*

I. **Commencement Date:** February 1, 1997

**Duration of Schedule:** Initial term of one (1) year and shall continue thereafter unless terminated as provided herein.

**Termination:** The canceling party shall provide 120 days prior written notice to other party.

II. **Description:** Pacific Bell will provide the client company consulting services surrounding the deployment of the Standard Desktop. The service includes the following.

**Technical Consulting:**

- Hardware and Desktop Tools
- Desktop and Network Operating Systems
- Messaging and Groupware Systems
- Document Management
- Work group Database

**Functional Services:**

- Standard Desktop Deployment
- Desktop and LAN Architecture, Technical Planning and Operations
- First Tier Single Point of Contact
- Second Tier Local Support
- Third Tier Support
- Training

III. **Prices:**

**Allocator:** Not applicable

**Direct Expenses:** The number of hours spent performing Standard Desktop Services exclusively for the client will be manually tracked via Project Time Accounting (PTA) codes and billed 100%.

In addition, direct expenses shall include but not be limited to the following: transportation, meals and lodging and vendor costs.

**Investment Intensive:** Not applicable

**Service Name:** Standard Desktop Consulting Services

**Schedule No:** TC-09-055

**Manual No.:** 09.32

**General Administrative Services Agreement**

**Date Prepared:** 1/09/97

**between Pacific Bell and Pacific Bell Communications**

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**IV. Ordering/Performance Criteria:**

**Ordering:** The Service is provided by request. Client shall request specific services in writing or by a telephone request. Telephone requests shall be followed by written confirmation within one week. Pacific Bell will confirm or deny the request via telephone or in writing within one week of receiving the initial request.

**V. Special Terms and Conditions: N/A**

**VI. This Schedule No. TC-09-055 incorporates by reference the provisions of the General Administrative Services Agreement between the parties hereto referenced above**

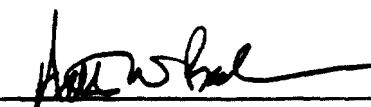
**PACIFIC BELL**

**Approved By:**

**Print Name:**

**Title:**

**Date:**

  
Arthur W. Beckman  
Executive Director  
1/10/97

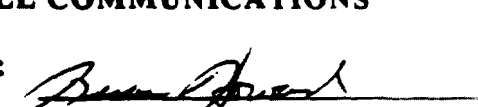
**PACIFIC BELL COMMUNICATIONS**

**Approved By:**

**Print Name:**

**Title:**

**Date:**

  
Brian Howard  
Director  
1/20/97





## **Attachment 5.A.13**

**TRANSFER PRICING: CANCELLATION OF SCHEDULE/MANUAL**

Date: June 7, 1996

To: Darius Brown  
140 New Montgomery  
5th Floor  
San Francisco

This is to inform you that effective: **June 1, 1996**, the following Schedule and/or Manual is cancelled:

Service Name: **Corporate Intelligence Center** TC-14-041

They have been cancelled due to: **Legal Restrictions**

There were no services rendered or billed during the duration of this Schedule.

Should you have any questions regarding this action, please give me a call on 510-901-9442.

*Jusan Sanford*

**Service Name:** Corporate Intelligence Center Services

**Schedule No:** TC-14-041

**Manual No.:** 14.01

**General Administrative Services Agreement**  
**between Pacific Bell and Pacific Bell Communications**

**Date Prepared:** 1/12/96

*Page 1 of 2*

**I. Commencement Date:** January 16, 1996

**Duration of Schedule:** Initial term of one (1) year.

**Termination:** The canceling party shall provide 30 days prior written notice to other party.

**II. Description:** The Corporate Intelligence Center (CIC) is a business library/research facility serving the secondary research needs in business, technology and marketing of Pacific Bell and the Pacific Telesis Affiliates. It provides:

- Secondary research support
- A comprehensive collection of books, periodicals, reference materials, and annual reports and maintains relationships with several major syndicated research firms specializing in telecommunications issues.

**III. Prices:** General access to the CIC library.

**Allocator:** Number of client walk-in users over the total number of walk-in users.

**Direct Expenses:** Tracking codes will be used to track secondary research requested by an affiliate. Hours spent on client's request and any vendor charges incurred on behalf of client will be tracked to tracking codes.

**Investment Intensive:** N/A

**IV. Ordering/Performance Criteria:**

**Ordering:** The Service is provided on a continuous basis.

**Performance:** Pacific Bell will provide the names of client employees requesting service.

**V. Special Terms and Conditions:** None.

**Service Name:** Corporate Intelligence Center Services

**Schedule No:** TC-14-041

**Manual No.:** 14.01

**General Administrative Services Agreement**

**Date Prepared:** 1/9/96

**between Pacific Bell and Pacific Bell Communications**

*Page 2 of 2*

VI. This Schedule No. TC-14-041 incorporates by reference the provisions of the General Administrative Services Agreement between the parties hereto referenced above.

**PACIFIC BELL**

**Approved By:**

**Print Name:**

**Title:**

**Date:**

*R. P. Miller*  
Ralph Miller  
Mgr., Corp Intell Ctr.  
1/10/96

**PACIFIC BELL COMMUNICATIONS**

**Approved By:**

**Print Name:**

**Title:**

**Date:**

*Betsy J. Bernard*  
B. J. BERNARD  
PRESIDENT & C.O.O.  
1/15/96



## **Attachment 5.A.14**

**TRANSFER PRICING: CANCELLATION OF SCHEDULE/MANUAL**

Date: January 26, 1996

To: Darius Brown  
140 New Montgomery  
5th Floor  
San Francisco

This is to inform you that effective: **January 1, 1996**, the following Schedule and/or Manual is cancelled:

Service Name: **Warehousing Services TC-15-043**  
**Central Office Collocation (DC Power) Services**  
**Record Center Services**  
**Officer Payroll Processing Services**  
**Change Leadership Conference Services**  
**General Officer Mangement Services**

They have been cancelled due to: **Legal Restrictions**

There were no services rendered or billed during the duration of this Schedule.

Should you have any questions regarding this action, please give me a call on 510-901-9442.

*Susan Hayford*



**Service Name:** Warehousing Services

**Schedule No:** TC-15-043

**Manual No.:** 15.10

**General Administrative Services Agreement**  
**between Pacific Bell and Pacific Bell Communications**

**Date Prepared:** 1/8/96

*Page 1 of 2*

- I. **Commencement Date:** January 16, 1996  
**Duration of Schedule:** Initial term of one (1) year.  
**Termination:** The canceling party shall provide thirty (30) days prior written notice to other party.

This service involves maintaining the client's materials. Disposition of materials relating to this schedule shall be arranged between the parties prior to the termination date. Both parties agree to cooperate with each other to prevent service interruption or other interference with the orderly conduct of their business.

- II. **Description:** The Warehousing service shall include but not be limited to the following functions:

**Warehousing Operations**

- Receiving, inspecting and storing the client's material shipments
- Claims processing (returns)
- Manual inventory of the client's materials

**Delivery Operations** (upon request)

- Defining and developing material delivery routes
- Transporting materials to/from storage/client designation points

III. **Prices:**

**Allocator:** The client company's square feet of warehousing used divided by the total square feet of Pacific Bell warehouses shall be used to allocate the primary expenses.

**Direct Expenses:** In addition, the following expenses are 100% billable. These direct expenses shall include but not be limited to the following:

- Transportation (shipping) costs incurred by Pacific Bell on behalf of the client company
- Miscellaneous expenses directly associated with services provided specifically for the client company

**Investment Intensive:** Not applicable